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20-11

1972

A G R E E M E N T

BETWEEN

THE MAYOR AND COUNCIL OF THE BOROUGH OF NEW PROVIDENCE

AND

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

NEW PROVIDENCE LOCAL NUMBER 152

NEW JERSEY STATE
POLICE ASSOCIATION

DUCAN, TUCKER AND SAVAGE, ESQS
475 WATCHUNG AVENUE
WATCHUNG, NEW JERSEY 07060
201-754-0077

A G R E E M E N T

THIS AGREEMENT, MADE THIS DAY OF
1978, BETWEEN THE MAYOR AND COUNCIL OF THE BOROUGH OF NEW
PROVIDENCE, HEREINAFTER REFERRED TO AS THE "BOROUGH" OR
"EMPLOYER" AND NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSO-
CIATION, NEW PROVIDENCE LOCAL NUMBER 132, HEREINAFTER REFERRED
TO AS THE "PBA",

WITNESSETH:

WHEREAS, THE PARTIES HAVE CARRIED ON COLLECTIVE BAR-
GAINING FOR THE PURPOSE OF DEVELOPING A CONTRACT COVERING
WAGES AND CERTAIN OTHER CONDITIONS OF EMPLOYMENT;

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND
MUTUAL AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE
WITH EACH OTHER IN RESPECT TO THE EMPLOYEES OF THE EMPLOYER
RECOGNIZED AS BEING REPRESENTED BY THE PBA AS FOLLOWS:

ARTICLE I

RECOGNITION

THE EMPLOYER HEREBY RECOGNIZES THE AFOREMENTIONED
PBA AS THE EXCLUSIVE REPRESENTATIVE FOR ALL ITS PATROLMEN,
SERGEANTS, LIEUTENANTS AND DEPUTY CHIEFS IN ITS POLICE
DEPARTMENT IN NEW PROVIDENCE, NEW JERSEY, BUT EXCLUDING THE
CHIEF OF POLICE AND ALL OTHER EMPLOYEES.

ARTICLE II

MANAGEMENT RIGHTS

THE PBA RECOGNIZES THAT THERE ARE CERTAIN FUNCTIONS, RESPONSIBILITIES AND MANAGEMENT RIGHTS EXCLUSIVELY RESERVED TO THE EMPLOYER. ALL OF THE RIGHTS, POWERS AND AUTHORITY POSSESSED BY THE EMPLOYER PRIOR TO THE SIGNING OF THIS AGREEMENT ARE RETAINED EXCLUSIVELY BY THE EMPLOYER SUBJECT ONLY TO SUCH LIMITATIONS AS ARE SPECIFICALLY PROVIDED IN THIS AGREEMENT.

ARTICLE III

GRIEVANCE PROCEDURE

SECTION 1.

TO PROVIDE FOR THE EXPEDITIOUS AND MUTUALLY SATISFACTORY SETTLEMENT OF GRIEVANCES ARISING WITH RESPECT TO THE INTERPRETATION OR APPLICATION OF THIS AGREEMENT THE FOLLOWING PROCEDURES SHALL BE FOLLOWED:

STEP 1. AN OFFICER WITH A GRIEVANCE SHALL FIRST DISCUSS IT ORALLY WITH HIS SUPERVISING SERGEANT OR OTHER IMMEDIATE SUPERIOR EITHER DIRECTLY OR THROUGH THE PBA'S DESIGNATED REPRESENTATIVE FOR THE MATTER OF RESOLVING THE MATTER INFORMALLY.

STEP 2. IF THE AGGRIEVED PARTY IS NOT SATISFIED WITH THE DISPOSITION OF HIS GRIEVANCE AT STEP 1 OR IF NO DECISION HAS BEEN RENDERED WITHIN THREE WORKING DAYS AFTER PRESENTATION OF

THE GRIEVANCE AT STEP 1, HE MAY FILE A WRITTEN GRIEVANCE WITH HIS SUPERVISING SERGEANT OR OTHER IMMEDIATE SUPERVISOR. A MEETING ON THE WRITTEN GRIEVANCE SHALL BE HELD WITHIN FIVE WORKING DAYS OF THE FILING OF THE WRITTEN GRIEVANCE BETWEEN THE SUPERVISING SERGEANT, THE AGGRIEVED PARTY AND THE PBA'S DESIGNATED REPRESENTATIVE. A DECISION THEREON SHALL BE RENDERED IN WRITING BY THE SUPERVISING SERGEANT WITHIN FIVE WORKING DAYS AFTER THE HOLDING OF SUCH MEETING.

STEP 3. IF THE AGGRIEVED PARTY IS NOT SATISFIED WITH THE DISPOSITION OF HIS GRIEVANCE AT STEP 2 OR IF NO WRITTEN DECISION HAS BEEN RENDERED WITHIN FIVE WORKING DAYS AFTER THE PRESENTATION OF THAT GRIEVANCE AT STEP 2, THE MATTER MAY BE REFERRED BY THE PBA OR THE AGGRIEVED PARTY TO THE CHIEF OF POLICE. A MEETING ON THE GRIEVANCE SHALL BE HELD BETWEEN THE GRIEVANT AND THE CHIEF OF POLICE AT WHICH A REPRESENTATIVE OF THE PBA MUST BE PRESENT. SAID MEETING SHALL NOT BE PUBLIC UNLESS THE PARTIES SO AGREE IN WRITING. THE CHIEF OF POLICE SHALL RENDER A FINAL WRITTEN DECISION WITHIN SEVEN WORKING DAYS OF THE DATE OF THE MEETING.

STEP 4. IF THE AGGRIEVED PARTY IS NOT SATISFIED WITH THE DISPOSITION OF HIS GRIEVANCE AT STEP 3 OR IF NO WRITTEN DECISION HAS BEEN RENDERED WITHIN SEVEN WORKING DAYS AFTER THE PRESENTATION OF THAT GRIEVANCE AT STEP 3, THE MATTER MAY BE

REFERRED BY THE PBA BY ITS DESIGNATED REPRESENTATIVE TO THE
~~Police Commissioner~~ ^{Committee} OF THE BOROUGH COUNCIL. A MEETING ON THE
 GRIEVANCE SHALL BE HELD BETWEEN THE PBA AND THE POLICE ~~Commis-~~ ^{Committee}
 SSIONER OF THE BOROUGH AT WHICH MEETING THE PARTIES MAY BE
 REPRESENTED. SAID MEETING SHALL NOT BE PUBLIC UNLESS THE PARTIES
 SO AGREE IN WRITING. THE POLICE ~~Commissioner~~ ^{Committee} OF THE BOROUGH
 COUNCIL SHALL RENDER A FINAL WRITTEN DECISION WITHIN SEVEN
 WORKING DAYS OF THE DATE OF THE MEETING.

STEP 3. IF THE AGGRIEVED PARTY IS NOT SATISFIED WITH
 THE DISPOSITION OF HIS GRIEVANCE AT STEP 4 OR IF NO WRITTEN
 DECISION HAS BEEN RENDERED WITHIN SEVEN WORKING DAYS AFTER THE
 PRESENTATION OF THAT GRIEVANCE AT STEP 4, THE MATTER MAY BE
 REFERRED BY THE PBA BY ITS DESIGNATED REPRESENTATIVE TO THE
 MAYOR AND COUNCIL. A MEETING ON THE GRIEVANCE SHALL BE HELD
 BETWEEN THE PBA AND THE MAYOR AND COUNCIL AT WHICH MEETING THE
 PARTIES MAY BE REPRESENTED. SAID MEETING SHALL NOT BE PUBLIC
 UNLESS THE PARTIES SO AGREE IN WRITING. THE MAYOR AND COUNCIL
 SHALL RENDER A FINAL WRITTEN DECISION WITHIN FIFTEEN DAYS OF THE
 DATE OF THE MEETING.

SECTION 2.

THE TIME LIMIT SPECIFIED IN THE GRIEVANCE PROCEDURE
 SHALL BE CONSTRUED AS MAXIMUM. HOWEVER, THESE MAY BE EXTENDED
 UPON MUTUAL AGREEMENT BETWEEN THE PARTIES.

SECTION 3.

A GRIEVANCE MUST BE PRESENTED AT STEP 1 WITHIN ONE WEEK FROM THE DATE OF OCCURRENCE OF THE FACTS WHICH GAVE RISE TO THE GRIEVANCE. IF IT IS NOT PRESENTED WITHIN THE AFOREMENTIONED TIME PERIOD, IT SHALL NOT BE THEREAFTER CONSIDERED A GRIEVANCE UNDER THIS AGREEMENT.

SECTION 4.

ANY EMPLOYEE MAY BE REPRESENTED AT ALL STAGES OF THE GRIEVANCE PROCEDURE BY HIMSELF, OR, AT HIS OPTION, BY A REPRESENTATIVE SELECTED OR APPROVED BY THE PBA. WHEN AN EMPLOYEE IS NOT REPRESENTED BY THE PBA, THE PBA SHALL HAVE THE RIGHT TO HAVE A REPRESENTATIVE PRESENT AND STATE ITS VIEWS AT ALL STAGES OF THE GRIEVANCE PROCEDURE.

ARTICLE IV

SALARIES

EFFECTIVE JANUARY 1, 1973, THE SALARY SCHEDULE FOR ALL OFFICERS RECOGNIZED AS BEING REPRESENTED BY THE PBA SHALL BE AS SET FORTH AS IN SCHEDULE A WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

ARTICLE V

LONGEVITY

ALL OFFICERS COVERED BY THIS AGREEMENT SHALL BE ENTITLED TO AND PAID LONGEVITY PAYMENTS AND ADJUSTMENTS IN

ACCORDANCE WITH THE LONGEVITY ORDINANCE PRESENTLY IN EFFECT
IN THE BOROUGH.

SAID LONGEVITY PAYMENTS SHALL BE CALCULATED AND PAID
IN ACCORDANCE WITH THE PRACTICES AS THEY EXISTED PRIOR TO THE
EFFECTIVE DATE OF THIS AGREEMENT.

ARTICLE VI

RETENTION OF BENEFITS

EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL RIGHTS,
PRIVILEGES AND BENEFITS WHICH THE OFFICERS ARE PRESENTLY EN-
JOYING, SHALL BE MAINTAINED AND CONTINUED BY THE EMPLOYER DURING
THE TERM OF THIS AGREEMENT AT NOT LESS THAN THE HIGHEST STANDARDS
IN EFFECT AT THE COMMENCEMENT OF THESE NEGOTIATIONS RESULTING IN
THIS AGREEMENT.

THE PROVISIONS OF ALL MUNICIPAL ORDINANCES AND RESOLU-
TIONS, EXCEPT AS SPECIFICALLY MODIFIED HEREIN, SHALL REMAIN IN
FULL FORCE AND EFFECT DURING THE TERM OF THIS AGREEMENT AND SHALL
BE INCORPORATED IN THIS AGREEMENT AS IF SET FORTH HEREIN AT
LENGTH.

ARTICLE VII

DISCRIMINATION OR COERCION

THERE SHALL BE NO DISCRIMINATION, INTERFERENCE OR
COERCION BY THE EMPLOYER OR ANY OF ITS AGENTS AGAINST THE

EMPLOYEES REPRESENTED BY THE PBA BECAUSE OF MEMBERSHIP OR ACTIVITY IN THE PBA. THE PBA OR ANY OF ITS AGENTS SHALL NOT INTIMIDATE OR COERCE EMPLOYEES INTO MEMBERSHIP. NEITHER THE EMPLOYER NOR THE PBA SHALL DISCRIMINATE AGAINST ANY EMPLOYEE BECAUSE OF RACE, CREED, COLOR, AGE, SEX OR NATIONAL ORIGIN.

ARTICLE VIII

SAVINGS CLAUSE

IN THE EVENT THAT ANY FEDERAL OR STATE LEGISLATION, GOVERNMENTAL REGULATION OR COURT DECISION CAUSES INVALIDATION OF ANY ARTICLE OR SECTION OF THIS AGREEMENT, ALL OTHER ARTICLES AND SECTIONS NOT SO INVALIDATED SHALL REMAIN IN FULL FORCE AND EFFECT, AND THE PARTIES SHALL RENEGOTIATE CONCERNING ANY SUCH INVALIDATED PROVISIONS.

ARTICLE IX

OFF-DUTY ASSIGNMENTS

OFF-DUTY ATTENDANCE AT CERTAIN BOROUGH-REQUIRED FUNCTIONS SHALL BE PAID FOR AT THE RATE OF \$7.50 PER HOUR OR STRAIGHT TIME HOURLY EARNINGS, WHICHEVER IS HIGHER.

IT IS FURTHER AGREED THAT THE PARTIES, WITHIN 60 DAYS, SHALL AGREE TO WRITTEN RULES AND REGULATIONS ESTABLISHING THE ADMINISTRATION OF THESE FUNCTIONS.

ARTICLE V

PERSONAL LEAVE TIME

EACH MEMBER SHALL BE ENTITLED TO 5 PERSONAL LEAVE DAYS PER YEAR. IN THE EVENT A MEMBER SHALL HAVE UNUSED PERSONAL LEAVE DAYS FROM THE PREVIOUS CALENDAR YEAR HE SHALL BE ENTITLED TO ADD THEM TO HIS VACATION IN THE SUCCEEDING CALENDAR YEAR. FOR THE PURPOSES OF THIS CONTRACT, MEMBERS SHALL BE ENTITLED TO ADD TO THEIR 1973 VACATION UNUSED PERSONAL LEAVE TIME REMAINING FROM THE CALENDAR YEAR 1972.

ARTICLE XI

DURATION

THIS AGREEMENT SHALL BECOME EFFECTIVE ON JANUARY 1, 1973 AND SHALL TERMINATE ON DECEMBER 31, 1978. IF EITHER PARTY DESIRES TO CHANGE THIS AGREEMENT IT SHALL NOTIFY THE OTHER PARTY IN WRITING AT LEAST SIXTY DAYS BEFORE THE EXPIRATION OF THIS AGREEMENT OF THE PROPOSED CHANGES AND THEIR DESIRES TO TERMINATE THIS AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO AFFIXED THEIR SIGNATURES.

ATTEST:

BOROUGH OF NEW PROVIDENCE

By _____

ATTEST:

NEW JERSEY STATE PBA
NEW PROVIDENCE LOCAL #132

By _____

SCHEDULE A

1977 SALARIES

PATROLMEN - PROBATIONARY	\$ 9,120
4TH GRADE	9,695
3RD GRADE	10,270
2ND GRADE	10,845
1ST GRADE	11,420
SERGEANT	12,723
LIEUTENANT	13,821
DEPUTY CHIEF	15,403
PATROLMAN - DETECTIVE	12,020
LIEUTENANT - DETECTIVE	14,421